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United States of America

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

LORI BROWN,) NO. CV 06-6782 PSG (FMOx)
Plaintiff,)
v.) STIPULATION FOR COMPROMISE
UNITED STATES OF AMERICA;) SETTLEMENT AND RELEASE
and DOES 1 through 100,)
inclusive,) Honorable Philip S. Gutierrez
Defendants.)

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Lori Brown and defendant United States of America that the above-entitled action and the Federal Tort Claims Act claims, relating to the Public Health Services Act and the Public Health Centers Assistance Act, of Lori Brown, may be settled and compromised on the following terms and conditions:

1. The United States of America, defendant, agrees to pay to plaintiff Lori Brown, the sum of three thousand dollars (\$3,000.00), which sums shall be in full settlement and satisfaction of any and

1 all claims, demands, rights, and causes of action of whatsoever kind
2 and nature, arising from, and by reason of any and all known and
3 unknown, foreseen and unforeseen bodily and personal injuries,
4 damage to property and the consequence thereof, resulting, and to
5 result, from the same subject matter that gave rise to the above-
6 captioned lawsuit, including any claims for wrongful death, which
7 plaintiff or his heirs, executors, administrators, or assigns, and
8 each and any of them, now have or may hereafter acquire against the
9 United States of America, its agents, servants and employees.

10 2. Plaintiff Lori Brown, and her heirs, executors,
11 administrators or assigns, hereby executes a general release of the
12 United States of America and agree to accept the sums of three
13 thousand dollars (\$3,000.00) in full settlement and satisfaction of
14 any and all claims, demands, rights, and causes of action of
15 whatsoever kind and nature, arising from, and by reason of any and
16 all known and unknown, foreseen and unforeseen bodily and personal
17 injuries, damage to property and the consequence thereof which they
18 may have or hereafter acquire against the United States of America,
19 its agents, servants and employees, specifically including Donald
20 Palus, D.D.S. and Gary Witkoski, D.D.S., and the Community Health
21 Centers of the Central Coast, Inc., while deemed to be federal
22 employees, on account of the same subject matter that gave rise to
23 the above-captioned action, on account of the same subject matter
24 that gave rise to the above-captioned lawsuit, including any future
25 claim for wrongful death.

26 3. In addition, and notwithstanding anything to the contrary
27 herein, plaintiff explicitly releases any and all claims against the
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1 United States of America which plaintiff does not know or suspect to
2 exist in her favor at the time she executes this stipulation and
3 general release, which if known to plaintiff must have materially
4 affected plaintiff's settlement with the United States of America.

5 4. Plaintiff Lori Brown, and her heirs, executors,
6 administrators or assigns, further agree to reimburse, indemnify and
7 hold harmless the United States of America, its agents, servants,
8 and employees from any and all causes of action, claims, liens,
9 rights, or subrogated or contribution interests incident to or
10 resulting from further litigation or the prosecution of claims by
11 plaintiff or his heirs, executors, administrators or assigns,
12 against any third party or against the United States, including any
13 claims for wrongful death.

14 5. This stipulation for compromise settlement shall not
15 constitute an admission of liability or fault on the part of the
16 United States, its agents, servants, or employees, and is entered
17 into by all parties herein for the purpose of compromising disputed
18 claims and avoiding the expenses and risks of litigation.

19 6. It is also agreed, by and among the parties, that the
20 settlement amount of three thousand dollars (\$3,000.00) represents
21 the entire amount of the compromise settlement and that the
22 respective parties will each bear their own costs, fees, and
23 expenses and that any attorney's fees owed by plaintiff will be paid
24 out of the settlement amount and not in addition thereto.

25 7. It is also understood by plaintiff Lori Brown, and her
26 attorneys Robert W. Bates of Law Offices of Robert W. Bates and
27 Bradley J. Hill of Law Offices of Bradley J. Hill that pursuant to

1 Title 28, United States Code, Section 2678, attorneys' fees for
2 services rendered in connection with this action shall not exceed
3 twenty-five percent (25%) of three thousand dollars (\$3,000.00), and
4 that failure to comply with Title 28, United States Code, Section
5 2678, may result in the criminal penalties described therein;
6 additionally, California's MICRA legislation may further limit
7 attorney's fees below the twenty-five percent.

8 8. Payment of the settlement amount will be made for three
9 thousand dollars (\$30,000.00), payable to:

10 "Lori Brown & Law Offices of Robert W. Bates & Law Offices
11 of Bradley J. Hill";
12 plaintiff's attorneys agree to distribute the settlement proceeds to
13 plaintiff.

14 9. In consideration of the payment of three thousand dollars
15 (\$3,000.00) as set forth above, plaintiff Lori Brown agrees that the
16 above-styled action shall be dismissed with prejudice.

17 10. This written agreement contains all of the agreements
18 between the parties, and is intended to be and is the final and sole
19 agreement between the parties. The parties agree that any other
20 prior or contemporaneous representations or understandings not
21 explicitly contained in this written agreement, whether written or
22 oral, are of no further legal or equitable force or effect. Any
23 subsequent modifications to this agreement must be in writing, and
24 must be signed and executed by the parties.

25 11. The undersigned represent that they have reviewed and
26 understand this agreement, and that they are fully authorized to
27 enter into the terms and conditions of this agreement and that they
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1 agree to be bound thereby.

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3 DATED: May 21, 2008

LAW OFFICES OF BRADLEY J. HILL

LAW OFFICES OF ROBERT W. BATES

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7 BRADLEY J. HILL
ROBERT W. BATES

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Attorneys for Plaintiff

10 DATED: May 22, 2008

11 THOMAS P. O'BRIEN
United States Attorney
12 LEON W. WEIDMAN
13 Assistant United States Attorney
14 Chief, Civil Division

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KEVIN B. FINN
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Attorneys for Defendant
United States of America